

EXHIBIT "B"

David A. Carroll, Esq. (NSB #7643)
dcarroll@rrsc-law.com
Anthony J. DiRaimondo, Esq. (NSB #10875)
adiraimondo@rrsc-law.com
Robert E. Opdyke, Esq. (NSB #12841)
ropdyke@rrsc-law.com
RICE REUTHER SULLIVAN & CARROLL, LLP
3800 Howard Hughes Parkway, Suite 1200
Las Vegas, Nevada 89169
Telephone: (702) 732-9099
Facsimile: (702) 732-7110
Attorney for Defendant,
Jerritt Canyon Gold LLC

IN THE FOURTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF ELKO

Nevada Select Royalty, Inc.,

Plaintiff/Counter-Defendant,

vs.

Jerritt Canyon Gold LLC,

Defendant/Counter-Claimant.

Counterclaims

Jerritt Canyon Gold LLC, a Nevada LLC,

Defendant/Counter-Claimant.

vs.

Nevada Select Royalty, Inc.,

Plaintiff/Counter-Defendant, and

NouHgt Technologies, LLC, a Nevada LLC,
Counter-Defendant,

Case No.: DC-CV-22-80

**DEFENDANT'S ANSWER TO
COMPLAINT AND COUNTERCLAIMS**

DEMAND FOR JURY TRIAL

1 Defendant Jerritt Canyon Gold LLC ("JERRITT CANYON" or "Defendant"), by and
2 through their attorney of record, hereby responds to Plaintiff's Complaint as follows, and further
3 submits its Counterclaims, also as set forth below:

4 **ANSWER**

5 1. JERRITT CANYON admits that this action is pled to be a contract dispute
6 between Plaintiff and Defendant, but denies it owes and/or has failed to pay contractually agreed
royalties to Plaintiff.

7 2. JERRITT CANYON admits it is successor-in-interest to a party to an agreement
8 for an exclusive license (the "First License") to United States Patent No. 8,877,148 (the
9 "Patent") from the purported owner thereof, originally made in approximately 2011, for use at
10 JERRITT CANYON's mine in Elko County, Nevada; and JERRITT CANYON further admits
11 that it is successor-in-interest to a party to an Amended License Agreement (the "Amended
12 Agreement") to the Patent made in 2015. JERRITT CANYON asserts that the "First License"
13 and the "Amended Agreement" speak for themselves. JERRITT CANYON denies the
remainder of Paragraph 2.

14 3. JERRITT CANYON admits that NouHgt Technologies, LLC ("NOUHGT")
15 entered an Assignment of Royalty Payments Agreement (the "Assignment") in 2019, and asserts
16 that the language of the Assignment relates to payments under the Amended Agreement, and
17 further asserts that the Assignment speaks for itself. JERRITT CANYON denies the remainder
of Paragraph 3.

18 4. JERRITT CANYON admits signing an Acknowledgment and Consent to the
19 Assignment (the "Acknowledgment"), and further asserts that the language of the
20 Acknowledgment speaks for itself.

21 5. JERRITT CANYON admits sending a letter to NOUHGT and Gold Royalty
22 Corp. terminating the Amended Agreement, asserting it is no longer obligated to make any
23 payments thereunder. JERRITT CANYON denies the remainder of Paragraph 5 and further

1 denies violating the terms of the Amended Agreement, the Assignment (to which it is not a
2 party) and the Acknowledgment.

3 6. JERRITT CANYON admits that Nevada Select Royalty, Inc. ("Nevada Select")
4 has retained the legal services of Holland & Hart, but denies the remainder of Paragraph 6.

5 PARTIES

6 7. JERRITT CANYON is without knowledge or information sufficient to form a
7 belief as to the truth of Paragraph 7 to admit or deny Paragraph 7, and therefore denies Paragraph
8 7 of Plaintiff's Complaint.

9 8. JERRITT CANYON admits that it is a Nevada LLC which conducts some
10 business in Elko County, Nevada.

11 JURISDICTION

12 9. JERRITT CANYON admits that Plaintiff's Complaint purports to be an action
13 arising on contract and further admits that the amount in controversy appears to be in excess of
14 \$15,000. However, JERRITT CANYON further avers that the primary contract claim is the
15 Amended Agreement which provides at paragraph 13: "... and the Parties consent to exclusive
16 jurisdiction in the federal court located in Nevada, U.S.A." JERRITT CANYON therefore
17 submits that there are questions regarding jurisdiction.

18 10. JERRITT CANYON admits that Plaintiff's Complaint concerns a contract
19 regarding the license and/or use of the Patent in Elko County. However, JERRITT CANYON
20 further avers that the primary contract claim is the Amended Agreement which provides at
21 paragraph 13: "... and the Parties consent to exclusive jurisdiction in the federal court located
22 in Nevada, U.S.A."

23 11. JERRITT CANYON admits having signed the Acknowledgment and asserts that
24 the language of the Acknowledgment speaks for itself. JERRITT CANYON further avers that
25 the underlying contract claim is for alleged royalties owed under the Amended Agreement and
not the Acknowledgment, and JERRITT CANYON denies breaching the Acknowledgment and

1 the Amended Agreement. JERRITT CANYON further denies that Section 7 of the
2 Acknowledgment applies to this dispute.

3 **GENERAL ALLEGATIONS**

4 **Licensing the Patent**

5 12. JERRITT CANYON is without knowledge or information sufficient to form a
6 belief as to the truth of Paragraph 12 to admit or deny Paragraph 12, and therefore denies
7 Paragraph 12 of Plaintiff's Complaint.

8 13. JERRITT CANYON is without knowledge or information sufficient to form a
9 belief as to the truth of Paragraph 13 to admit or deny Paragraph 13, and therefore denies
10 Paragraph 13 of Plaintiff's Complaint.

11 14. JERRITT CANYON is without knowledge or information sufficient to form a
12 belief as to the truth of Paragraph 14 to admit or deny Paragraph 14, and therefore denies
13 Paragraph 14 of Plaintiff's Complaint.

14 15. JERRITT CANYON asserts that the language of the Amended Agreement speaks
15 for itself.

16 16. JERRITT CANYON admits being a successor in interest to Veris Gold Corp.
17 ("Veris"), but denies the remainder of Paragraph 16.

18 17. JERRITT CANYON asserts that the Amended Agreement speaks for itself.
19 JERRITT CANYON further asserts it has no further or ongoing obligations to pay royalties
20 under the Amended Agreement.

21 **Assigning Right to Receive Royalty Payments**

22 18. JERRITT CANYON acknowledges that an Assignment was entered in 2019.

23 19. JERRITT CANYON asserts that the language of the Assignment speaks for itself
24 and denies any remainder of Paragraph 19 to the extent it is inconsistent with the language of the
25 Assignment and to the extent it inaccurately portrays the Assignment.

20. JERRITT CANYON asserts that the language of the Assignment and the status of
the License Agreement speak for themselves.

1 21. JERRITT CANYON asserts that the language of the Assignment speaks for itself.

2 22. JERRITT CANYON admits it entered an Acknowledgment in 2019, and asserts
3 that the language of the Acknowledgment speaks for itself and the obligations thereunder.

4 23. JERRITT CANYON asserts that the language of the Acknowledgment and the
5 obligations of each party thereunder, speaks for itself.

6 **Jerritt Breaches the Amended Agreement**

7 24. JERRITT CANYON admits sending a January 2022 letter to NOUHGT and Gold
8 Royalty Corp. explaining it is no longer using the licensed Patent and asserting that it is no
9 longer therefore required to make any royalty payments under the Amended Agreement, or other
10 agreements. Otherwise, JERRITT CANYON asserts that the language of the January 2022 letter
11 speaks for itself.

12 25. JERRITT CANYON admits that counsel for Nevada Select responded in January
13 2022, and asserts that the language of that letter speaks for itself.

14 26. JERRITT CANYON denies Paragraph 26 of Plaintiff's Complaint.

15 27. JERRITT CANYON denies Paragraph 27, although it acknowledges it ceased
16 making royalty payments as it was no longer obligated to under the Amended Agreement or
17 other documents.

18 28. JERRITT CANYON denies Paragraph 28 but acknowledges Nevada Select has
19 retained counsel in this matter.

20 29. JERRITT CANYON asserts that the language of the Assignment speaks for itself,
21 that it is not a party to the Assignment, denies that Section 9 applies to this underlying dispute
22 because this dispute (and the requirement to pay royalties) is centered in the Amended
23 Agreement and not in the Assignment.

24 **FIRST CLAIM FOR RELIEF**

25 **(Breach of Contract)**

 30. JERRITT CANYON re-alleges its responses and answers to paragraphs 1 through
29 as though fully set forth herein.

1 31. JERRITT CANYON asserts that the language of the Assignment referenced in
2 Paragraph 31 speaks for itself.

3 32. JERRITT CANYON acknowledges signing an Acknowledgment, but asserts that
4 the language of the Acknowledgment speaks for itself. JERRITT CANYON further asserts it is
5 not obligated to pay the amounts alleged due and owing by the Plaintiff in this matter.

6 33. JERRITT CANYON is without knowledge sufficient to admit or deny all the
7 allegations and implications of Paragraph 33, and therefore denies Paragraph 33 of Plaintiff's
8 Complaint.

9 34. JERRITT CANYON denies Paragraph 34 of Plaintiff's Complaint.

10 35. JERRITT CANYON denies Paragraph 35 of Plaintiff's Complaint.

11 **SECOND CLAIM FOR RELIEF**

12 **(Breach of the Covenant of Good Faith and Fair Dealing)**

13 36. JERRITT CANYON re-alleges its responses and answers to paragraphs 1 through
14 29 as though fully set forth herein.

15 37. JERRITT CANYON acknowledges that contracts include a covenant of good
16 faith and fair dealing, and denies that JERRITT CANYON has breached any such covenant.

17 38. JERRITT CANYON acknowledges being a successor in interest to Veris in the
18 Amended Agreement, which tied making royalty payments to the use of the Patent.

19 39. JERRITT CANYON admits signing an Acknowledgment of the Assignment, and
20 further asserts that the language of the Acknowledgment and the Assignment speak for
21 themselves.

22 40. JERRITT CANYON is without knowledge sufficient to admit or deny all the
23 allegations and implications of Paragraph 40, and therefore denies Paragraph 40 of Plaintiff's
24 Complaint.

25 41. JERRITT CANYON is without knowledge sufficient to admit or deny Nevada
Selects expectations, and JERRITT CANYON further asserts and alleges that it at all times has

1 exercised good faith in the performance of its duties under the Amended Agreement and the
2 Acknowledgment.

3 42. JERRITT CANYON denies Paragraph 42 of Plaintiff's Complaint.

4 43. JERRITT CANYON is without knowledge sufficient to admit or deny Nevada
5 Select's expectations and does not understand the remainder of Paragraph 43 and therefore
6 denies Paragraph 43 of Plaintiff's Complaint.

7 44. JERRITT CANYON denies Paragraph 44 of Plaintiff's Complaint.

8 **DEFENSES REQUEST AND PRAYER FOR RELIEF**

9 Having fully answered Plaintiff's Complaint, Defendant JERRITT CANYON prays and
10 requests that the Court:

- 11 1. Dismiss Plaintiff's Complaint with prejudice and without recovery, and further
12 without any of the relief requested;
- 13 2. Award Defendant JERRITT CANYON's costs and attorney fees incurred herein; and
- 14 3. Enter an order granting such other and further relief as the Court deems just and
15 equitable.

16 **AFFIRMATIVE DEFENSES AND PRAYER**

17 Having fully answered Plaintiff's Complaint, Defendant JERRITT CANYON avers the
18 defenses and Affirmative Defenses set forth below. Defendant JERRITT CANYON does not
19 admit, in asserting any defense, any responsibility or liability but, to the contrary, specifically
20 denies any and all allegations of responsibility and liability alleged in Plaintiff's Complaint.

21 **FIRST AFFIRMATIVE DEFENSE**

22 45. Plaintiff's Complaint fails to state a claim upon which relief may be granted.

23 **SECOND AFFIRMATIVE DEFENSE**

24 46. Plaintiff's contract claims are rights that are derivative and dependent upon the
25 rights under the Amended Agreement. Plaintiff has failed to join a real party in interest under
the Amended Agreement, namely failed to join NOUHGT.

THIRD AFFIRMATIVE DEFENSE

47. Plaintiff's Complaint fails to identify any aspects of JERRITT CANYON'S manufacturing operations which utilize the Patent or the Invention, and further fails to identify any confidential information, know-how, show how, drawings, manuals, or technical documentation, including all improvements thereon or thereto, that JERRITT CANYON is utilizing in its manufacturing process. Plaintiff has therefore failed to state a plausible claim to royalties under either the Assignment or the underlying Amended Agreement.

FOURTH AFFIRMATIVE DEFENSE

48. Plaintiff's asserting its entitlement to royalties beyond the term of the Patent ("granting Veris a perpetual license to use the Patent" at Paragraph 14 of Plaintiff's Complaint) and beyond the scope of the Patent, is a misuse of said Patent and the Court should declare the Patent invalid and unenforceable as a result. JERRITT CANYON has notified Nevada Select that it no longer uses the claimed Patent process and Nevada Select persists in attempting to require JERRITT CANYON to pay royalties on the processes that do not fall within the scope of the Patent per the Amended Agreement.

FIFTH AFFIRMATIVE DEFENSE

49. The Patent should be declared invalid and unenforceable as follows: as being anticipated by prior art per 35 U.S.C. §102; for being obvious by prior art under 35 U.S.C. §103; for being indefinite under 35 U.S.C. §112. This will be further detailed when Defendant asserts its positions per the Court's Local Patent Rules.

SIXTH AFFIRMATIVE DEFENSE

50. The Court should declare that the Patent is not infringed by any activities by JERRITT CANYON. Without limitation, the processes utilized by JERRITT CANYON do not utilize the process claimed in the Patent or any other related or unidentified invention.

SEVENTH AFFIRMATIVE DEFENSE

51. The Amended Agreement only requires royalties be paid for the use of the Patent or the Invention under the terms of the Amended Agreement, and not for any processes which do

not fall within the scope of the Patent or the Invention, and JERRITT CANYON is therefore not liable for any such claimed royalty payments.

EIGHTH AFFIRMATIVE DEFENSE

52. JERRITT CANYON ceasing to pay royalty payments is not a breach of the contract if JERRITT CANYON does not practice or use the Invention referred to in the Amended Agreement or the Patent (to the extent there are any differences).

NINTH AFFIRMATIVE DEFENSE

53. In attempting to force JERRITT CANYON to pay royalties when it does not practice or use the Invention or the Patent, Plaintiff has unclean hands and is in violation of the good faith and fair dealing requirements of the Amended Agreement and the Acknowledgement.

STATEMENT RE: ADDITIONAL POTENTIAL DEFENSES AND

RESERVATION OF RIGHTS

54. Defendant JERRITT CANYON reserves the right to add further and additional affirmative defenses and counterclaims as discovery is conducted. Further, Defendant JERRITT CANYON hereby incorporates by reference those affirmative defenses enumerated in Rule 8 of the Nevada Rules of Civil Procedure for the specific purpose of not waiving the same at this time. Lastly, to the extent any allegation made by Plaintiff, whether in whole or in part, has not been responded to by this Answer, Defendant JERRITT CANYON responds as follows: Deny.

///

///

///

///

///

///

COUNTERCLAIMS

55. Defendant and Counter-Claimant JERRITT CANYON makes the following counterclaims against Plaintiff and Counter-Defendant Nevada Select Royalty, Inc., and Counter-Defendant NOUHGT pursuant to Rules 13 and 57 of the Rules of Civil Procedure and 28 U.S.C. § 2201:

PARTIES

56. Counter-Claimant JERRITT CANYON is an LLC organized and existing under the laws of the State of Nevada, and operates a mine in Elko County, Nevada.

57. Counter-Defendant and Plaintiff Nevada Select, is a Nevada corporation, and asserts that it is the assignee of the right to receive royalties under the Amended Agreement pursuant to the Assignment.

58. Counter-Defendant NOUHGT, is a Nevada LLC, and asserts that it is the owner of United States Patent No. 8,877,148 (the "Patent") as well as the Licensor of the Patent under the Amended Agreement and the Assignor of the right to royalties under the Assignment.

JURISDICTION AND VENUE

59. Subject matter jurisdiction over all counts herein is conferred upon the U.S. District Court under 28 U.S.C. §1338. Claims within these counterclaims further present an actual justiciable controversy under 28 U.S.C. §2201 and §2202. The U.S. District Court further has supplemental jurisdiction over the state law claims per 28 U.S.C. §1367. The U.S. District Court for the District Nevada has venue over this matter pursuant to 28 U.S.C. § 1400. As such, Counter-Claimant intends to remove this action to the U.S. District Court for the District of Nevada.

GENERAL FACTUAL ALLEGATIONS

60. JERRITT CANYON is successor-in-interest to the Licensee of the Amended Agreement to license the Patent for use in mining operations at the Jerritt Canyon Mine in Elko County Nevada. The purported benefits of using the licensed process under the Patent was

1 improved mercury removal during the mining manufacturing process and the purported novelty
2 of the Patent was that it specified a certain pH range.

3 61. After utilizing the process claimed within the Patent and within the specified pH
4 range, JERRITT CANYON was looking to further improve the process and hired a consultant.
5 The consultant, after studying the process and results concluded that the pH range specified in
6 the Patent was inefficient and not performing and therefore recommended changing the
7 manufacturing parameters to operate outside of the pH range specified in the Patent.

8 62. JERRITT CANYON followed its consultant's recommendations and changed its
9 Air Quality Operating Permit to specify the new pH parameters that would be utilized at the
10 JERRITT CANYON facility.

11 63. Since JERRITT CANYON was no longer using a process covered by the Patent,
12 it notified the Licensor that it no longer owed ongoing royalties because it no longer utilized the
13 Patent or the Invention which was purportedly licensed.

14 64. JERRITT CANYON's current manufacturing process, not falling within the scope
15 of the Patent, does not therefore infringe the Patent absent a license to the Patent, and JERRITT
16 CANYON therefore is requesting a declaratory judgment to be entered by the Court that its
17 current process does not infringe the Patent or utilize any aspects of the Invention to the extent
18 there is any difference.

19 **FIRST COUNTERCLAIM**

20 **DECLARATION OF NON-INFRINGEMENT**

21 65. Counter-Claimant JERRITT CANYON realleges paragraphs 01 through 64 as
22 though fully set forth herein.

23 66. JERRITT CANYON has changed the pH level utilized in the mercury removal
24 process and therefore no longer uses a process within the scope of the Patent or Invention.
25 JERRITT CANYON has notified the Plaintiff and the Licensor that it no longer utilizes the
patented process.

SECOND COUNTERCLAIM

69. Counter-Claimant JERRITT CANYON realleges paragraphs 01 through 68 as though fully set forth herein.

70. Since entering the Amended Agreement, JERRITT CANYON has learned and concluded that the Patent did not disclose what it believes is a patentable process or invention based upon prior patents and prior technology that was in the public domain. JERRITT CANYON alleges that the Patent is therefore invalid based upon the claimed invention being anticipated under 35 U.S.C. §102, and being obvious under 35 U.S.C. §103.

71. In further reviewing the details in the specification of the Patent, JERRITT CANYON has further concluded that certain aspects of the specification of the Patent do not meet the definiteness requirements of the patent laws, and alleges that the Patent is invalid under 35 U.S.C. §112.

72. JERRITT CANYON therefore requests that the Court enter an order and judgment declaring that the Patent is invalid and unenforceable as follows: as being anticipated by prior art per 35 U.S.C. §102; for being obvious by prior art under 35 U.S.C. §103; for being indefinite under 35 U.S.C. §112. This will be further detailed when Counter-Claimant asserts its positions per the Court's Local Patent Rules.

1 73. It has been necessary for JERRITT CANYON to retain the services of the law
2 firm of Rice Reuther Sullivan & Carroll, LLP, among others, to bring this Counterclaim.
3 Accordingly, JERRITT CANYON is entitled to recover their reasonable attorneys' fees and court
4 costs incurred herein.

5 **THIRD COUNTERCLAIM**

6 **DECLARATION THAT THE PATENT IS INVALID FOR PATENT MISUSE**

7 74. Counter-Claimant JERRITT CANYON realleges paragraphs 01 through 73 as
8 though fully set forth herein.

9 75. A United States patent is the grant of a limited monopoly for a limited amount of
10 time (generally 20 years from the patent application date) granted to the owner of novel
11 inventions. For many years patent owners attempted to obtain license and other fees related to
12 their patents beyond the scope of the grant of the patent and further beyond the scope of the term
13 of the patent. This is a misuse of the limited grant of monopoly and is grounds for invalidating
14 the patent.

15 76. In this case, the Patent only covers the manufacturing process wherein the pH
16 falls within a certain limited range and only is valid and enforceable for a limited amount of
17 time. The Counter-Defendants have greatly overstepped the boundaries of the limited monopoly
18 granted by the Patent by claiming royalties are due and owing for processes which are not
19 covered by the Patent and in perpetuity (far beyond the term of the Patent).

20 77. JERRITT CANYON therefore requests that this Court enter an order and
21 judgment declaring that the Counter-Defendants have misused the Patent through the Amended
22 Agreement, and other agreements, and through its attempts to collect royalty payments beyond
23 the scope of the limited monopoly granted it by the Patent. JERRITT CANYON further
24 requests that this Court therefore declare the Patent invalid and unenforceable for the remainder
25 of its term or in the alternative, declare the Patent invalid and unenforceable until the Counter-
Defendants cease their misuse of the Patent.

78. It has been necessary for JERRITT CANYON to retain the services of the law firm of Rice Reuther Sullivan & Carroll, LLP, among others, to bring this Counterclaim. Accordingly, JERRITT CANYON is entitled to recover their reasonable attorneys' fees and court costs incurred herein.

FOURTH COUNTERCLAIM
DECLARATION THAT NO ROYALTIES ARE OWED PURSUANT TO THE
AMENDED LICENSE AGREEMENT

79. Counter-Claimant JERRITT CANYON realleges paragraphs 01 through 78 as though fully set forth herein.

80. JERRITT CANYON alleges that since it completely stopped utilizing the Invention protected by or claimed in the Patent, that it is not required to pay royalties under the Amended Agreement, the Assignment or the Acknowledgment.

81. The parties have a dispute in controversy relative to JERRITT CANYON's obligation to continue to pay royalties and JERRITT CANYON requests that this Court enter an order declaring that JERRITT CANYON is not required to pay royalties for its production which were not produced utilizing the Invention or the Patented process.

82. It has been necessary for JERRITT CANYON to retain the services of the law firm of Rice Reuther Sullivan & Carroll, LLP, among others, to bring this Counterclaim. Accordingly, JERRITT CANYON is entitled to recover their reasonable attorneys' fees and court costs incurred herein.

PRAYER FOR RELIEF – COUNTERCLAIMS

THEREFORE, Counter-Claimant respectfully request that the Court:

1. Enter an order and judgment according to the declaratory relief sought above relative to the Amended Agreement, the non-infringement of the Patent and the invalidity of the Patent;

2. Award Counter-Claimant their costs and attorney fees in this action; and

3. Enter such other and further relief to which the Counter-Claimant may be entitled as a matter of law or equity, or which the Court determines to be just, equitable and proper.


DEMAND FOR JURY

Defendant JERRITT CANYON hereby demands a trial by jury on all issues so triable.

Pursuant to NRS239B.030, the undersigned does hereby affirm that the preceding document and attached exhibits, if any, do not contain the social security number or personal information of any person.

Dated this 14th day of September 2022.

RICE REUTHER SULLIVAN & CARROLL, LLP



David A. Carroll, Esq. (NSB #7643)

dcarroll@rrsc-law.com

Anthony J. DiRaimondo, Esq. (NSB #10875)

adiraimondo@rrsc-law.com

Robert E. Opdyke, Esq. (NSB #12841)

ropdyke@rrsc-law.com

3800 Howard Hughes Parkway, Suite 1200

Las Vegas, Nevada 89169

Tel: (702) 697-6109

Fax: (702) 732-7110

CERTIFICATE OF SERVICE

I certify under the penalty of perjury that on the 14 day of September, 2022, I caused a copy of the foregoing DEFENDANT'S ANSWER TO COMPLAINT AND COUNTERCLAIMS to be submitted for filing via Federal Express Overnight to the Clerk of Court and also served a copy on the following recipients:

Laura K. Granier
Holland & Hart LLP
lkgranier@hollandhart.com

Jessica L. Freitas
Holland & Hart LLP
jlfreitas@hollandhart.com

Mark W. Hendricksen
Wells St. John P.S.
mhendricksen@wellsip.com

James E. Lake
Randall Danskin
jel@randalldanskin.com

Shamus T. O'Doherty
Randall Danskin
sto@randalldanskin.com



Karen Tantay